

first plurality of linear fold regions being treated differently than the first plurality of non-fold regions]; and

a second layer having a second plurality of linear fold regions defining a plurality crease lines of the packaging container, the second layer also having a second plurality of non-fold regions[, the second plurality of linear fold regions being treated differently than the second plurality of non-fold regions.],

the first layer first plurality of non-fold regions being bonded to the second layer second plurality of non-fold regions at a first bond strength greater than a bond strength of the first layer first plurality of linear fold regions and the second layer second plurality of liner fold regions.

In claim 30, at line 1, please replace "calim" with --claim--.

REMARKS

The Examiner first notes that the specification does not contain an Abstract of the disclosure. Applicant submits on a separate sheets herewith an Abstract for this application. The Examiner next has objected to the disclosure because of an informality on page 3, at lines 25-34. Specifically, the Examiner notes that in these passages, reference is made to claims that have been cancelled. Applicant has amended the application by canceling the passages running from line 25-34 on page 3 and has requested the insertion of the text noted above. Applicant submits that the text noted above parallels that of the international application and submits that this adds no new matter to the application. Applicant respectfully requests entry of this amendment to the specification in the application file. ✓

The Examiner has next objected to claims 14, 22-24 and 25 because of various informalities. As will be discussed below, Applicant respectfully requests that these objections be withdrawn in that the offending language has either been corrected or deleted from the claims. ✓

The Examiner has next rejected various of the claims under 35 U.S.C. §112, 1st paragraph

and 2nd paragraph as, containing subject matter not described in the specification and/or as being indefinite for failing to particularly point out and distinctly claim the subject matter of the invention.

Applicant has made fairly extensive amendments to the pending claims in an effort to overcome these §112 rejections. Specifically, with respect to claim 18, (objected to in paragraph 7 of the Action), Applicant has amended this claim to include that the laminate has a plurality of score lines formed therein, each of the plurality of score lines corresponding to one of the plurality of linear fold regions. Applicant submits that this subject matter was, in fact, described in the specification in such a way to reasonably convey to one skilled in the relevant art that the inventor, at the time the application was filed, had possession of the claimed invention. Specifically, Applicant directs the Examiner's attention to page 6, lines 19-25 which disclose a packaging laminate that can be creased-processed by both conventional mechanical deforming (described in the background of the invention) and by adhesion-reduction or adhesion-elimination between the layers in the fold regions. Applicant submits that the subject matter of claim 18 is, in fact, sufficiently disclosed in the application in such a way as to reasonably convey to one skilled in the art the claimed invention. To this end, Applicant respectfully requests that the Examiner withdraw this basis for rejection.

With respect to the §112, 2nd paragraph rejections, the Examiner has rejected claims 14-18 on the grounds that it is unclear as to what is meant by "linear fold regions being treated differently than non-fold regions". Applicant has cancelled this offending language from the claims and respectfully requests that this rejection now be withdrawn.

The Examiner has next stated that it is indefinite how a plurality of linear fold regions define "a plurality of crease lines". Applicant submits that the crease lines are, in fact, defined by the linear fold regions. That is, creases are made in the laminate within these linear fold regions. As such, these linear fold regions "define" the plurality of crease lines. If there is particular language that the Examiner finds is indefinite or anything specific, Applicant requests that the Examiner contact the undersigned to discuss this language and to discuss language acceptable to

both the Examiner and Applicant.

The Examiner has next rejected claims 14-18 on the grounds that it is unclear how the plurality of linear fold region relate structurally to the plurality of non-fold regions. Specifically, as provided in the application and as is well-known in the art, in the forming of containers, a blank is provided with creases or crease lines between which span the non-fold regions. That is, the crease lines define a corner of the container whereas the non-fold regions will define, for example, the side walls and bottom walls of the container. To this end, this is in fact how Applicant intends the terms "linear fold regions" and "non-fold regions" to be defined. Again, should the Examiner believe that other language would more clearly define the structure, it is respectfully requested that the Examiner contact the undersigned.

The Examiner has next rejected claim 18 under 35 U.S.C., 2nd paragraph on the grounds that it is unclear how the "plurality of liner fold regions correspond to a plurality of scored lines". Applicant has amended claim 18 and submits that the amended language is now fully in comport with §112, 2nd paragraph, and requests that the Examiner now withdraw this basis for rejection.

The Examiner has next rejected claim 19-26 also under §112, 2nd paragraph on the grounds that it is unclear what Applicant means by "treating at least one of the first and second...". Applicant has amended these claims by deleting this language and requests the Examiner now withdraw this basis for rejection.

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With respect to claims 22-24 and 26, The Examiner has rejected these claims under §112, 2nd paragraph on the grounds that it is unclear whether Applicant is claiming that the promotion agent is cured by radiation or whether there is some other effect upon the layers. Applicant has, again, amended these claims to delete this language and request that the Examiner now withdraw these bases for rejection.

In paragraph 15 of the Official Action, the Examiner has rejected claims 14-16, 18-21, 24-25, 27 and 29-30 under 35 U.S.C. §102(b) as being anticipated by Skjelby, U.S. Patent No. 4,206,867. The Examiner has characterized the Skjelby patent as disclosing a coated paperboard container and a blank with a plurality of fold and non-fold regions and crease lines where some of

the fold regions are treated with an adhesive and the non-fold regions are treated with an adhesive, and where some of the fold regions are scored.

The Examiner has next rejected claims 14, 16, 18, 21, 24-25, 27 and 30 under 35 U.S.C. §102(b) as being anticipated by Zinn, U.S. Patent No. 2,558,918. The Examiner characterizes Zinn as teaching a lined carton with crease lines forming fold and non-fold regions where non-fold regions are treated with adhesive and some of the fold regions are scored.

The Examiner has next rejected claims 14 and 17 under 35 U.S.C. §102(b) as being anticipated by Nagata, U.S. Patent No. 4,909,432. The Examiner characterizes Nagata as teaching a paper container for liquid with a first layer of paper and a second layer of polyethylene, aluminum and the like with several vertical and horizontal folding line grooves.

The Examiner has next rejected claims 22, 23, 26 and 28 under 35 U.S.C. §103(a) as being unpatentable over Skjelby. It is the Examiner's position that Skjelby teaches generally all that is claimed except where either an ultraviolet or an electron beam curing agent is used and affected by ultraviolet radiation or electron beam, respectively, after the two layers have been layered together or where non-fold regions are darkened to fold regions and effected by infrared radiation. The Examiner concludes that it would have been obvious to one of skill in the art to use ultraviolet radiation, infrared radiation or an electron beam radiation as alternative methods to heat in order to cure the adhesive between the two layers. The Examiner states further that one would have been motivated by a reasonable expectation of success since ultraviolet, infrared radiation and electron beam radiation are each commonly used as alternative methods as curing adhesives.

With respect to the Examiner's reliance upon Skjelby, Zinn and Nagata, Applicant would like to first point out that none of these patents disclose any structure in which the laminated material has a weakened bond region at the crease lines. The Examiner states first that Skjelby discloses the use of an adhesive and cites figure 10 and column 7, at lines 31-49 for this proposition. However, the adhesive disclosed in Skjelby is for preventing the adhesion of two discrete sections of the laminate to one another. This is in complete contrast to the present invention in which an adhesive may be used to prevent or weaken the bond formed between layers

in a single laminate. This is completely unlike Skjelby in which the adhesive is used to prevent the bonding of two laminate materials to one another. To this end, Applicant submits that the Examiner's reliance upon the Skjelby patent is misplaced.

With respect to Zinn and Nagata, while Zinn does, in fact, teach the formation of crease lines (which are physical indentations or embossings within the laminate structure) and while Nagata teaches a fairly similar structure, neither of these references disclose individually or in any combination whatsoever the present invention which is directed to a packaging laminate that includes a first layer and second layer bonded to the first layer having a first bond strength. In the laminate, a plurality of linear fold regions define a plurality of crease lines of the laminate which have a bond strength that is less than the first bond strength (that bond strength at the non-fold regions). While creasing may be old in the art, there is nothing in the art that discloses this loosening or weakening (or even non-forming) of the bond between the first and second layers in a laminate. To this end, Applicant submits that the Examiner's reliance on the art of record is misplaced with respect to the present invention. As to the Examiner's rejection of claims 22, 23, 26 and 28 under 35 U.S.C. §103(a) over the Skjelby reference, Applicant submits that the remarks above clearly distinguishing this reference from the claimed application obviate this rejection as well.

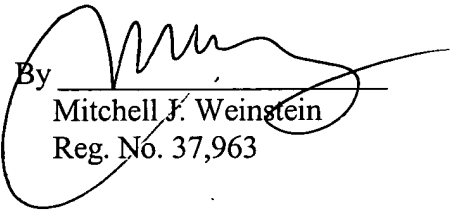
Applicant respectfully requests reconsideration and allowance of claims 14-30 in view of the above amendments and remarks. Should the Examiner believe that a telephone interview would expedite prosecution and allowance of the present application, she is respectfully requested to contact the undersigned.

Serial No. 09/214,022
Art Unit 1772

Amendment A

Applicant believes that there is no fee due in connection with the present amendment. If, however, there is a fee due, Applicant requests that this paper constitute any necessary petition and authorizes the Commissioner to charge any underpayment, or credit any overpayment, to Deposit Account No. 23-0920. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

By 

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ABSTRACT

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A packaging laminate includes a first layer and second layer bonded to the laminate having a first bond strength. The laminate includes a plurality of linear fold regions that define a plurality of crease lines. The linear fold regions have a bond strength that is less than the first bond strength. The less bond strength permits readily folding or creasing the laminate along the linear fold regions. A method of producing the packaging laminate and a package made therefrom are also disclosed.